

**CONTRACT BETWEEN**  
**HOWELL TOWNSHIP ADMINISTRATIVE COUNCIL**  
**AND**  
**HOWELL TOWNSHIP BOARD OF EDUCATION**  
**JULY 1, 2002 – JUNE 30, 2005**

## TABLE OF CONTENTS

1	RECOGNITION	1
2	NEGOTIATIONS PROCEDURE	1
3	GRIEVANCE PROCEDURE	3
4	RIGHT TO ORGANIZE	7
5	BOARD'S RIGHTS	7
6	MEETINGS WITH THE BOARD	8
7	IN-SERVICE EDUCATION	9
8	TRAVEL	9
9	INSURANCE AND HOSPITALIZATION	10
10	PAYROOM DEDUCTIONS	11
11	TEMPORARY LEAVE OF ABSENCE	11
12	SABBATICAL LEAVE OF ABSENCE	12
13	SICK LEAVE	16
14	SALARY GUIDES	16
15	DEFINITION OF SCHOOL YEAR	17
16	CONTRACTS	18
17	CONSULTANT TO THE BOARD	18
18	NOTIFICATION OF VACANCIES	18
19	TRANSFERS	19
20	ADMINISTRATIVE ASSIGNMENT	19
21	EVALUATION	19
22	EXTENDED LEAVE OF ABSENCE	20

23	BEREAVEMENT LEAVE	21
24	MISCELLANEOUS	22
25	DURATION OF AGREEMENT	25

## **ARTICLE 1**

### **RECOGNITION**

This Agreement entered into this 1<sup>st</sup> day of July, 2002 by and between the Board of Education of Howell, Township of Howell, New Jersey, hereinafter called the "Board", and the Principals, Vice Principals, and Administration Supervisors, hereinafter called the "Administrative Council".

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Administrative Council as the sole representative of employees hereinafter designed with respect to the terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 2**

### **NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter collective negotiations over a successor Agreement in accordance with Chapter 303, Public laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. The proposal of the Council shall be presented to the Board at the earliest mutually convenient time. Such negotiations shall begin not later than October 4<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all administrators, be reduced to writing, be signed by the Board and the Administrative Council, and be adopted by the Board.

- B. During the negotiations, the Board and the Administrative Council shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Administrative Council for inspection all public records, data, and information of the Howell School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives be clothed with all necessary power and authority to make proposals and counter-proposals in the course of negotiations.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Council for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- F. This contract shall remain in force until June 30, 2005, and thereafter until superseded by another.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. **DEFINITION:**

A grievance shall mean a complaint by a member of the unit that there has been a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of policy, agreement, or administrative decision.

B. **PROCEDURE:**

1. Any member of the Council who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance, in writing, to the immediate supervisor, specifying:
  - a. The nature of the grievance and the injury, loss, or inconvenience suffered;
  - b. The results of previous discussion(s);
  - c. His/her dissatisfaction with decisions previously rendered on this specific case.
3. Upon receipt of the grievance, the immediate supervisor will send a copy of the grievance to the Superintendent, and the grievant will forward a copy of the grievance to the Council.

4. Upon receipt of the grievance, the Council may elect to have a representative present at all grievance meetings. It is understood that all grievance meetings will be strictly private and executive sessions.
5. The immediate supervisor will communicate his/her decision to the employee and the Council, in writing, within three (3) school days of receipt of the written grievance.
6. Any member of the aggrieved party may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the immediate supervisor as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the employee and Council.
7. If the grievance is not resolved to the satisfaction of the aggrieved, he/she may request a review by the Board. The request shall be submitted, in writing, through the Superintendent of Schools, who shall attach all related papers and immediately forward the request to the Board and Council.
8. The Board, or committee thereof, shall review the grievance. The Board shall hold a hearing with the employee. A decision shall be rendered, in writing, within fifteen (15) calendar days of the receipt of the grievance by the Board, or the date of the hearing, whichever comes later.

9. At no point after a grievance has been filed, and prior to an official hearing or meeting of the Board, shall any employee discuss with any members of the Board, the subject of the employee's grievance or matters relating thereto, nor shall any Board member or employee discuss the grievance with person or persons not concerned with the grievance.
10. No reprisals of any kind shall be taken by the Board or any member of the administration against any member of the Council participating in the grievance procedure.
11. Nothing contained herein shall be construed as limiting the rights of any member of the Council having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Council, provided adjustment is not inconsistent with the terms of this Agreement, and that the Council has been given the opportunity to be present at any level, and to state its views.
12. An employee may have a legal representative and/or witness of his/her choice in attendance at an appeal before the Board.
13. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and not be kept in the personnel file of any of the participants.
14. If an employee is dissatisfied with the decision of the Board, and if the grievance pertains to a matter of previous formal agreement between the

Board and the Council, the Council at its sole option may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) weeks after the Board decision was made known in writing. The following procedure shall be used to secure the services of an arbitrator:

- a. A joint request shall be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question;
- b. If the parties are unable to determine a mutually satisfactory list, they will request the New Jersey Public Employment Relations Commission to submit a second roster of names;
- c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration from the second submitted list, the New Jersey Public Employment Relations Commission may be requested by either party to designate an arbitrator;
- d. The arbitrator shall limit his/herself to the issue submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the agreement between the parties. The recommendations of the arbitrator shall be binding on both parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings;

e. Costs:

- 1) Each party will bear the total cost incurred by themselves.
- 2) The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties, and such costs will be shared equally.
- 3) All arbitration proceedings will be conducted after normal school hours.

**ARTICLE 4**

**RIGHT TO ORGANIZE**

- A. The Board recognizes the right of the administrators to form or join any employees' organization and to assist such organization in any such activity for the purpose of collective negotiations with the Board in accordance with state statutes. The Board and the Administrative Council agree that there shall be no reprisal of any kind taken against any administrator by reason of his/her membership in or refusal to join with the Administrative Council.
- B. Nothing contained herein shall be construed to deny or restrict to the Board or any administrator such rights as either party may have under New Jersey School Laws or other applicable laws and regulations.

**ARTICLE 5**

**BOARD'S RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy, and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

- A. to direct employees of the school district;
- B. to hire, promote, transfer, assign and retain employees, in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
- C. to relieve employees from duty because of lack of work or for other legitimate reasons;
- D. to maintain efficiency of the school district operations entrusted to them;
- E. to determine the methods, means and personnel by which such operations are to be conducted;
- F. to establish reasonable work rules; and
- G. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## **ARTICLE 6**

### **MEETINGS WITH THE BOARD**

- A. The Council is hereby granted the right to meet with the Board at least once every three (3) months for the purpose of discussing educational matters and personnel requirements. The agenda shall be agreed to by both parties and the Superintendent and distributed by the Council.
- B. As it applies to the above meetings, the party requesting such meetings will provide a written agenda to the other party and to the Superintendent at least five (5) school days in advance of such meetings. The requirements of Section A. can be waived by mutual consent.

- C. The Council may, at any time, forward to the Board recommendations regarding educational matters and/or personnel requirements. The Board agrees to forward their determinations in writing to the Council within a reasonable time.

## **ARTICLE 7**

### **IN-SERVICE EDUCATION**

- A. Cost for participation in seminars, workshops, convocations, conferences, and conventions, as may be incurred by administrators, and with Board approval, shall be borne by the Board.
- B. Half-reimbursement for the tuition of in-service graduate and post-graduate courses taken, which have been approved by the Superintendent, shall be made by the Board. Bursar's receipts and grade reports signifying satisfactory completion of the course must be submitted within three (3) months after the last day of the course(s). Payment will be made within sixty (60) days of the presentation of the completed documentation.
- C. All costs for matriculation, registration, college fees, books, materials, and travel shall be borne by the administrator with no reimbursement from the Board.

## **ARTICLE 8**

### **TRAVEL**

- A. All travel expenses incurred by members of the Administrative Council in performance of their duties shall be reimbursed by the Board as stated below:
1. Travel by commercial carrier;
  2. Tolls and parking fees;

3. Twenty dollars (\$20.00) per diem expenses to be paid by the Board;
  4. Actual cost of lodging, minimum commercial rates must be requested.
- B. Administrators shall be reimbursed for all intra-district travel as may be required and necessary in performing regular tasks and duties within the normal working day at the current allowable IRS rate only for such mileage that would otherwise be deductible by the employee under IRS regulations. All requests for reimbursement shall be made on a form supplied by the Superintendent of Schools, and all such requests for reimbursement shall be approved by the Superintendent or designee.
- C. Itemized vouchers must be submitted for reimbursement with supporting bills.

## **ARTICLE 9**

### **INSURANCE AND HOSPITALIZATION**

- A. Administrators employed by the Board subsequent to September 1<sup>st</sup>, 2002, shall be entitled to full family-plan coverage for all related health care insurances, including dental and prescription. Said administrators shall contribute, by payroll deduction, seven hundred dollars (\$700.00) annually towards the cost of their health benefits programs.
- B. All administrators employed prior to September 1, 2002, but after July 1, 1997, shall be entitled to full family-plan coverage, effective September 1, 2002. Administrators currently contributing five-hundred dollars annually towards the cost of their health benefits program shall continue to do so, by payroll deduction, at this current rate (\$500.00 per annum).

- C. All administrators employed prior to July 1, 1997, currently enjoying full family-plan health care coverage with no annual contribution, shall continue to do so.

#### **ARTICLE 10**

#### **PAYROLL DEDUCTIONS**

Administrators shall be granted deductions from salary in accordance with New Jersey Statutes as said statutes apply to the following:

1. Federal and State Credit Unions;
2. Tax sheltered annuities;
3. Washington National Insurance;
4. Pension and annuity funds and loan repayment;
5. Contributory insurance.

#### **ARTICLE 11**

#### **TEMPORARY LEAVE OF ABSENCE**

- A. Paid personal leave shall be limited to three (3) days leave per year, and shall be granted only with approval of the Superintendent for the following reasons:
1. Serious illness in the immediate family;
  2. Court subpoena;
  3. Marriage of administrator or marriage in the immediate family;
  4. Personal business which cannot be handled outside of school hours;
  5. Religious observance;
  6. Other emergency or urgent reasons not included in the above, if approved by the Superintendent and reported to the Superintendent in writing.

- B. When the administrator requests a personal leave, the administrator shall do so on the forms provided. Forms are to be filled out and submitted to the Superintendent at least six (6) days prior to the day of leave, if known. The Superintendent and/or his designee shall, within five (5) school days from the receipt of the request, approve or disapprove the request. After approval or disapproval, the forms are to be distributed as follows: one (1) copy to the administrator; one (1) copy to the School Business Administrator; and one (1) copy to the Superintendent's file.
- C. It is normally expected that personal leave be applied for in advance of the leave. However, there may be times when circumstances dictate an absence which cannot be anticipated and still might come under the personal leave section of an emergency nature. In these rare cases, the administrator is to notify the Superintendent of the reason or reasons for the absence, and that the administrator wishes to apply for personal leave upon the administrator's return to work. The Superintendent shall then evaluate the request and approve or disapprove as if the form had been turned in before the employee's absence.

## **ARTICLE 12**

### **SABBATICAL LEAVE OF ABSENCE**

- A. Professional employees shall be considered eligible for sabbatical leave after completion of seven (7) years of satisfactory service in the Howell Township School District.

Consideration of eligibility for an additional sabbatical leave will be given upon completion of a further seven (7) years of satisfactory service in the Howell Township School District subsequent to completion of a prior sabbatical leave.

- B. In determining eligibility for sabbatical leave, primary consideration will be the potential benefit for the school as it relates to the professional employee's particular responsibilities as a professional in the Howell Township School District. In making its determination, the Board of Education shall consider the regularity of attendance, and the quality of service. The Board may also consider, in making its determination, the number of years of actual full time service in the Howell Township School District.
- C. One (1) sabbatical leave shall be made available in any one (1) academic year.
- D. "Academic Year" shall mean the period between July 1<sup>st</sup> and June 30<sup>th</sup>.
- E. Sabbatical leave shall mean a leave of absence for one (1) academic year at half pay or one-half (1/2) of an academic year at full pay, for the purpose of improving the qualifications of a professional employee by study, research and related travel.
- F. No other compensation shall be payable by the Board to a professional employee while on sabbatical leave other than one-half (1/2) of his/her salary payable in regular installments commencing with the start of the sabbatical leave, and such payments for pension and other benefits normally paid by the Board. Deductions from a professional employee's compensation will continue to be made. The employee's retirement status will in no way be affected by such leave. The full amount of the employee's normal retirement contribution will be

deducted. The returning professional employee shall receive the same salary which he/she would have received had he not been on sabbatical leave. All rights which are accruable will continue to accrue.

- G. When sabbatical leave is acquired for a National Science Foundation or other institutional grant, monies received from the Foundation or institution plus sabbatical leave monies from the Board, should not exceed in total amount the professional employee's full contract salary. Payment made by the Board shall be reduced in order that a professional employee will not receive more than the full contract salary.
- H. In cases where the applicant plans to study, the names of the institution, if possible, must be included in the application, and a record from those institutions must be submitted at the end of the period of leave or as soon thereafter as practical, to the Superintendent. A minimum of twelve (12) semester hours or equivalent academic work must be taken each half-year.
- I. In the case where the leave is asked for the purpose of travel, the applicant should indicate in what way his/her travel will directly benefit the teaching experience in his/her own area, or the education program of the Howell Township School District. He/she should inform the Superintendent of dates and plans. A brief report must be submitted at the end of the period of leave. Leave for travel will only be granted to those who can derive benefit from the experience that will directly influence their particular function in the Howell Township School District. Travel for recreation or to meet broad general goals will not be acceptable.

- J. Application for sabbatical leave should be sent to the Superintendent by February 1<sup>st</sup> of the year for which the leave is requested. The application shall include:
1. A summary statement of service to the Howell School District and in the profession.
  2. A detailed outline of the proposed sabbatical program and clarification as to its availability.
  3. A statement clarifying the benefit of the program for the Howell Township School District and for the applicant as it relates to the persons' particular responsibility as a professional in the Howell Township School District.
  4. The dates during which former sabbatical leave, if any, had been taken.
- K. Upon termination of the sabbatical leave, the professional employee is obliged to return to the Howell Township School District. Any professional employee who returns from sabbatical leave and does not remain in the District for at least two (2) years following the return from sabbatical leave, shall be required to reimburse the Board for the salary paid during the sabbatical year. Failure to reimburse the Board shall constitute unprofessional conduct.
- L. Each application shall be reviewed by the Superintendent and/or his designee and be presented to the Board of Education, who shall have the final authority for the granting or denial of a sabbatical leave request. The Board shall make its determination no later than March 1<sup>st</sup>.

- M. Recipients of sabbatical awards shall notify the Superintendent by March 15<sup>th</sup> whether or not they have accepted the said stipend. In the event the professional employee shall fail to notify the Board of his or her acceptance by March 15<sup>th</sup>, then the candidate shall forfeit his or her right to the sabbatical leave.
- N. Should the professional fail to substantially complete the sabbatical program as proposed, or its equivalent, the professional employee shall reimburse the Board all monies paid by the Board to the professional employee during the period of the sabbatical leave, and the time the professional employee was absent on the sabbatical leave shall be treated as extended leave, without pay.

### **ARTICLE 13**

#### **SICK LEAVE**

- A. All administrators employed on a twelve (12) month basis shall be granted twelve (12) sick leave days per year.
- B. All administrators employed on a ten (10) month basis shall be granted ten (10) sick leave days per year.
- C. All sick leave days shall be cumulative without limit.
- D. Unused personal days shall be added to cumulative sick leave annually.

### **ARTICLE 14**

#### **SALARY GUIDES**

- A. The Board shall have the right to establish initial placement on the salary guide through direct negotiations with new employees on an individual basis.

- B. The salary guides in Appendices A-C shall be in effect for the duration of this contract, and thereafter, until superseded by another.
- C. The Board of Education may withhold increments in accordance with 18A:29-14.
- D. The Board shall pay the actual amount of State Association dues. This amount shall be prorated for new employees who begin later than September 1 of any year.
- E. No bargaining unit member who receives a promotion within the bargaining unit shall receive a reduction in monthly pay as a result of said promotion.

## **ARTICLE 15**

### **DEFINITION OF SCHOOL YEAR**

- A. The school year for twelve (12) month employees shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup>. It shall include twenty two (22) vacation days and holidays throughout the year as enjoyed by the teachers in the Howell Township School District.
- B. The school year for ten (10) month employees shall begin on September 1<sup>st</sup> and end on June 30<sup>th</sup> and shall include such holidays as enjoyed by the teachers in the Howell Township School District.
- C. During the first year of employment in a 12-month position, vacation time will be credited at the rate of 1.83 days per month or a portion of a month worked. However, Article 15, C. will apply only to employees new to the district, in such 12-month positions. Members of the unit who were employees in the district at the beginning, and prior to this Agreement will enjoy the benefit of twenty-two (22) vacation days.

## **ARTICLE 16**

### **CONTRACTS**

- A. The administrator who may begin his/her annual employment subsequent to July 1<sup>st</sup>, or who may terminate his/her employment prior to June 30<sup>th</sup> shall be compensated by determining his/her annual salary for ten (10), eleven (11) or twelve (12) months, whichever is appropriate, and dividing that amount by the total possible number of working days in that particular school fiscal year.
- B. All administrators receiving contracts will receive them no later than April 30<sup>th</sup>.

## **ARTICLE 17**

### **CONSULTANT TO THE BOARD**

The Council shall make one (1) member available to the Board to serve as a consultant during the course of the Board's negotiations with other labor organizations. It is understood that the Council member shall not actively negotiate on behalf of the Board, but shall serve only in an advisory capacity.

## **ARTICLE 18**

### **NOTIFICATION OF VACANCIES**

- A. The Board shall notify the Council of the creation or vacation of a supervisory and/or administrative position.
- B. Twelve (12) month employees in the district will not be eligible for appointment to; and may not hold, any position which carries a stipend or other form of supplemental compensation, with the sole exception of the position of "Director-Evening Adult School."

## **ARTICLE 19**

### **TRANSFERS**

#### **Voluntary Transfers:**

Administrators who desire a change in assignment, or who desire a transfer to another building, may file a written statement of such desire with the Superintendent no later than April 1<sup>st</sup>. Such statement shall include the assignment to which the administrator desires to be assigned, and the school(s) to which he/she desires to be transferred in order of preference.

## **ARTICLE 20**

### **ADMINISTRATIVE ASSIGNMENT**

All administrators shall be given written notice of their assignments and building assignments for the forthcoming school year as soon as is reasonably practicable, and in any event, not later than June 15<sup>th</sup>.

## **ARTICLE 21**

### **EVALUATION**

Evaluation of Council members will be done in accordance with Board policy. All observations and evaluations must be in writing. Each administrator will have the right to see, and to receive a copy of his/her observation forms, and a right to discuss it with the evaluator and subsequently the Superintendent before it is presented to the Board, or placed in his/her personnel file. All observations and/or evaluations must be signed by the person being evaluated at the time of the conference. Signature of the evaluation by the person being evaluated shall not signify concurrence therewith. All evaluations must be completed no later than April 30<sup>th</sup>.

## ARTICLE 22

### EXTENDED LEAVE OF ABSENCE

- A. An administrator who is disabled due to an injury or illness, which does not arise out of or in the course of the administrator's employment shall be granted sick leave with compensation as provided in Article 13. In addition, any tenured administrator may be granted, upon the written request of said administrator, a leave of absence without pay for the period of time that the administrator is under active medical treatment, said period of time not to exceed a period of two (2) years, commencing date that the leave was granted.

Upon satisfactory recovery, the administrator shall be employed with the same tenure status and salary step as the administrator possessed at the time said sick leave began (unless the administrator's absence shall exceed the two (2) year period aforesaid, then it shall be within the sole discretion of the Board whether said administrator shall be re-employed with the same tenure status and salary step as the administrator possessed at the time said sick leave began). The application for extended leave of absence shall be in writing and shall specify the commencement and termination dates desired by the administrator. Following the grant of such leave to the administrator, the commencement or termination dates thereof may be further extended or reduced only at the sole discretion of the Board.

- B. Any administrator granted an extended leave of absence for medical reasons pursuant to the within Article shall have the option of utilizing the administrator's

accumulated sick leave and applying same toward the extended leave of absence or the administrator may retain the accumulated sick leave.

- C. The Board shall have the right to require of the administrator written verification from the administrator's physician of the medical reasons for the requested leave of absence.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

- A. Five (5) days leave with pay per occurrence is granted for bereavement because of death in the immediate family. The immediate family is defined as follows:
1. Husband, wife, children, and any other member of the same house;
  2. Father and mother;
  3. Sisters and brothers;
  4. Grandparents;
  5. Any person who has functioned in the capacity of a mother or father in the absence of the administrator's natural parents.
- B. Five (5) days leave with pay per year is granted for bereavement because of a death in the family, other than the immediate family. The family, other than the immediate family, is defined as follows:
1. Father-in-law and mother-in-law;
  2. Brother-in-law and sister-in-law;
  3. Son-in-law and daughter-in-law;
  4. Grandparent-in-law.

- C. An administrator shall be entitled to two (2) days bereavement leave with pay per year for the death of relatives and/or friends. . . .
- D. Additional leave for bereavement may be granted at the discretion of the Superintendent.
- E. All bereavement leave as provided for in this Article is in addition to personal leave, and shall not be cumulative.

## **ARTICLE 24**

### **MISCELLANEOUS**

- A. All persons holding positions, as described in Article 1, shall enjoy the benefits of this Agreement, and be bound by its provision whether they are members of the Howell Township Administrative Council or not.
- B. This Agreement constitutes terms and conditions of employment for the term of said Agreement, and parties shall carry out the commitments contained herein and give them full force and effect.
- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Retirement or Termination of Employment Adjustment:  
  
Each tenured administrator, with twelve (12) years of service in the District, upon retirement or termination of employment, shall be granted financial compensation

for accumulated sick leave up to one hundred (100) days at the rate of one hundred sixty-five dollars (\$165.00) per day.

- E. No administrator shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- F. Whenever any administrator is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position, or re-employment; or the salary or any increments pertinent thereto; then he/she shall be given prior written notice (minimum five (5) school days), where possible, of the reasons for such meeting or interview and shall be entitled to have a person(s) of his/her own choosing present to advise and represent him/her during such meeting or interview.
- G. Each tenured administrator, with twelve (12) years of service in the district, shall be granted the option of investing in a 403b plan, utilizing accumulated, un-used sick days, as follows:
  - 1. During the 2003-2004 school year, up to 100 days may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator;
  - 2. During the 2004-2005 school year, up to 50 days may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator;

3. Thereafter, up to 50 days per annum (school year) may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator;
4. Each tenured administrator participating in the above plan may, at any time, withdraw from participation in the plan and continue to accumulate, without limit, any un-used sick time (statutory). Any/all contributions made to the 403b plan would remain thereto.
5. Each tenured administrator participating in the above plan shall be required to keep a minimum of 100 days in reserve, to address cases of emergency or extended illness.

**ARTICLE 25**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005.

IN WITNESS WHEREOF, the parties have hereto caused this AGREEMENT to be signed by their respective Presidents, attested to by their respective Secretaries, all on day and year first above written.

ATTEST:

ADMINISTRATIVE COUNCIL

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

ATTEST:

HOWELL TOWNSHIP BOARD OF EDUCATION

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

# Principal and Vice Principal Salary Guides

## MSP

	2001-02	2002-03	2003-04	2004-05
Step 1	\$104,844	\$107,169	\$110,622	\$114,248
Step 2	\$105,844	\$108,169	\$111,622	\$115,248
Step 3	\$106,844	\$109,169	\$112,622	\$116,248
Step 4	\$107,844	\$110,169	\$113,622	\$117,248
Step 5	\$108,844	\$111,169	\$114,622	\$118,248
Step 6	\$109,844	\$112,169	\$115,622	\$119,248
Step 7	\$110,844	\$113,169	\$116,622	\$120,248
Step 8	\$111,844	\$114,169	\$117,622	\$121,248
Step 9	\$112,844	\$115,169	\$118,622	\$122,248
Step 10	\$113,844	\$117,169	\$121,622	\$126,248

## ESP

	2001-02	2002-03	2003-04	2004-05
Step 1	\$97,413	\$99,724	\$103,158	\$106,764
Step 2	\$98,413	\$100,724	\$104,158	\$107,764
Step 3	\$99,413	\$101,724	\$105,158	\$108,764
Step 4	\$100,413	\$102,724	\$106,158	\$109,764
Step 5	\$101,413	\$103,724	\$107,158	\$110,764
Step 6	\$102,413	\$104,724	\$108,158	\$111,764
Step 7	\$103,413	\$105,724	\$109,158	\$112,764
Step 8	\$105,732	\$106,724	\$110,158	\$113,764
Step 9	\$108,051	\$109,043	\$111,158	\$114,764
Step 10	\$110,370	\$113,681	\$118,115	\$122,721

## MSVP

	2001-02	2002-03	2003-04	2004-05
Step 1	\$88,231	\$90,164	\$93,091	\$96,171
Step 2	\$89,231	\$91,164	\$94,091	\$97,171
Step 3	\$90,231	\$92,164	\$95,091	\$98,171
Step 4	\$91,231	\$93,164	\$96,091	\$99,171
Step 5	\$92,231	\$94,164	\$97,091	\$100,171
Step 6	\$93,231	\$95,164	\$98,091	\$101,171
Step 7	\$94,231	\$96,164	\$99,091	\$102,171
Step 8	\$96,550	\$97,164	\$100,091	\$103,171
Step 9	\$98,869	\$99,483	\$101,091	\$104,171
Step 10	\$101,188	\$104,121	\$108,048	\$112,128

# Principal and Vice Principal Salary Guides

## ESVP

	2001-02	2002-03	2003-04	2004-05
Step 1	\$78,903	\$80,404	\$82,753	\$85,232
Step 2	\$79,903	\$81,404	\$83,753	\$86,232
Step 3	\$80,903	\$82,404	\$84,753	\$87,232
Step 4	\$81,903	\$83,404	\$85,753	\$88,232
Step 5	\$82,903	\$84,404	\$86,753	\$89,232
Step 6	\$83,903	\$85,404	\$87,753	\$90,232
Step 7	\$84,903	\$86,404	\$88,753	\$91,232
Step 8	\$86,835	\$87,404	\$89,753	\$92,232
Step 9	\$88,767	\$89,336	\$91,331	\$93,232
Step 10	\$90,699	\$93,200	\$96,549	\$100,028

MEMORANDUM OF AGREEMENT BETWEEN:  
HOWELL TOWNSHIP BOARD OF EDUCATION  
AND  
HOWELL TOWNSHIP ADMINISTRATIVE COUNCIL

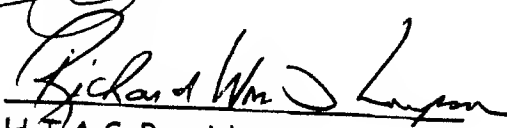
Effective September 1<sup>st</sup>, 2002; Article 9 (INSURANCE AND HOSPITALIZATION) of the *Contract Between the Howell Township Board of Education and the Howell Township Administrative Council* shall be amended, as follows:

- A. Administrators employed by the Board subsequent to September 1<sup>st</sup>, 2002, shall be entitled to full family-plan coverage for all related health care insurances, including dental and prescription. Said administrators shall contribute, by payroll deduction, seven hundred dollars (\$700.00) annually towards the cost of their health benefits program.
- B. All administrators employed prior to September 1<sup>st</sup>, 2002, but after July 1, 1997, shall be entitled to full family-plan coverage, effective September 1<sup>st</sup>, 2002. Administrators currently contributing five-hundred dollars annually towards the cost of their health benefits program shall continue to do so, by payroll deduction, at this current rate (\$500.00 per annum).
- C. All administrators employed prior to July 1, 1997, currently enjoying full family-plan health care coverage with no annual contribution, shall continue to do so.

D. This amendment to said "Contract" shall be binding on both parties, and shall be entered into agreement absent any "quid pro quo" stipulations.

Signed & Dated:

  
8/14/02  
Board of Education President

  
8/23/02  
H.T.A.C. President

**MEMORANDUM OF AGREEMENT**  
**between the**  
**HOWELL TOWNSHIP BOARD OF EDUCATION**  
**and the**  
**HOWELL TOWNSHIP ADMINISTRATIVE COUNCIL**

**I. SALARY GUIDES:**

Previous agreement has been reached concerning salary guides for the various administrative positions identified as members of the HTAC.

**II. ARTICLE 24: MISCELLANEOUS**

6. Each tenured administrator, with twelve (12) years of service in the district, shall be granted the option of investing in a 403b plan, utilizing accumulated, un-used sick days, as follows:

1. During the 2003-2004 school year, up to 100 days may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator;

2. During the 2004-2005 school year, up to 50 days may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator;

3. Thereafter, up to 50 days per annum (school year) may be invested at the rate of 65% of the calculated per-diem rate of pay for each qualifying administrator.

4. Each tenured administrator participating in the above plan may, at any time, withdraw from participation in the plan and continue to accumulate, without limit, any un-used sick time (state statute). Any/all contributions made to the 403b plan would remain thereto.

5. Each tenured administrator participating in the above plan shall be required to keep a minimum of 100 days in reserve, to address cases of emergency or extended illness.

IV. ARTICLE 2: NEGOTIATIONS PROCEDURE

F. This contract shall remain in force until *June 30, 2005*, and thereafter until superseded by another.

V. ARTICLE 25: DURATION OF AGREEMENT

This agreement shall be effective as of *July 1, 2002* and shall continue in effect until *June 30, 2005*.

Signatories to this Memorandum of Agreement

Valerie A. Rosenberg date 4-6-04  
Valerie A. Rosenberg, Vice President: Howell Board  
of Education  
Chair; Board of Education Labor Relations  
Committee

Richard Wm. Thompson date 4/2/04  
Richard Wm. Thompson, President: H.T.A.C.  
Chair: Negotiations Committee